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UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

ANTHONY TRUPIA,  
 Plaintiff,

v.

X CORP., *et al.*,  
 Defendants.

Case No.: 5:25-cv-03685-NW

Hon. Noël Wise

**DECLARATION OF MEGAN SCOLARI  
 IN SUPPORT OF DEFENDANT X  
 CORP.'S MOTION TO DISMISS OR  
 TRANSFER**

Date: January 7, 2026

Time: 9:00 A.M.

Ctrm: 3

1 I, Megan Scolari, declare as follows:

2 1. I am a Legal Program Manager at X Corp. I have held this position since  
3 September 9, 2019. I submit this declaration in support of X Corp.'s Motion To Dismiss or  
4 Transfer This Action to the United States District Court for the Northern District of Texas  
5 Pursuant to 28 U.S.C. § 1404(a), in the case captioned *Trupia v. X Corp. et al.*, (N.D. Cal.) (the  
6 "Motion"). I am over twenty-one years old, of sound mind, and fully competent and authorized  
7 in all respects to execute this Declaration. I have personal knowledge of the facts set forth herein,  
8 which are true and correct.

9 2. My duties and responsibilities in my role as a Legal Program Manager include  
10 managing electronic information created and stored in a variety of software systems X Corp. uses  
11 in the normal course of its business. As part of my current role, I am regularly involved in  
12 assisting in the collection of evidence about aspects of services across the company's platforms  
13 and have become familiar with how the services have been delivered over time.

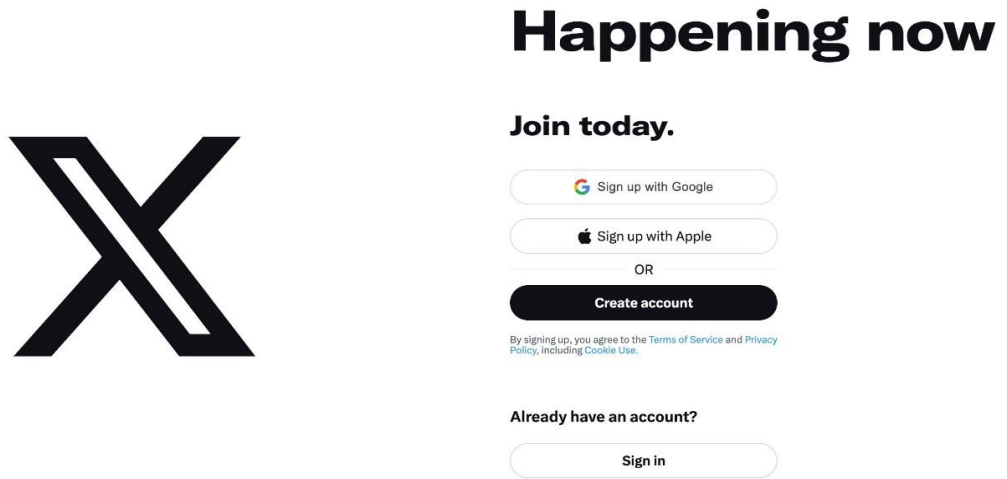
14 3. The statements in this Declaration are based on my personal knowledge, facts  
15 learned during my investigation of this matter, and the business records of X Corp. The business  
16 records were made by, or from information transmitted by, a person with knowledge of the events.  
17 Such records are kept in the ordinary course of the regularly conducted activity of X Corp., and  
18 making such records is a regular practice of those activities.

19 4. I received legal advice in connection with preparing this Declaration, but this  
20 Declaration is not intended to waive the attorney-client privilege or disclose any attorney work  
21 product. Rather, it is intended to address purely factual matters that are relevant to the Motion.

22 5. I am familiar with X Corp.'s Terms of Service ("Terms") for its social media  
23 platform X, sometimes called "Twitter," and the procedures by which users agree to the Terms,  
24 including updates to the Terms and notifications to users informing them of updates to the Terms.

25 6. I understand that since Twitter was launched in 2006, X Corp. or its predecessor-  
26 in-interest, Twitter, Inc., have revised the Terms several times. The current version of the Terms  
27 (version 20) is publicly available at <https://x.com/en/tos>. All prior versions of the Terms (versions  
28 1-19) are publicly available at <https://x.com/en/tos/previous>.

7. At all relevant times, X's operative Terms have been prominently linked via blue hyperlinks on X's home page, between the links that allow users to sign up for the X platform and the link that allows current users to log in to their accounts, as reflected in the below screenshot:<sup>1</sup>



8. The current version of the Terms (version 20) provides that:

The laws of the State of Texas, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us, notwithstanding any other agreement between you and us to the contrary. All disputes related to these Terms or the Services, including without limitation disputes related to or arising from other users' and third parties' use of the Services and any Content made available by other users and third parties on the Services, will be brought exclusively in the U.S. District Court for the Northern District of Texas or state courts located in Tarrant County, Texas, United States, and you consent to personal jurisdiction in those forums and waive any objection as to inconvenient forum.

9. The current version of the Terms (version 20) also provides that:

These Terms of Service ("Terms") govern your and other users' access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using

<sup>1</sup> This screenshot is of the web-archived version of the X log in screen as it was available on April 28, 2025—i.e., the date on which Plaintiff filed his Complaint.

1 the Services you agree to be bound by these Terms.

2 10. A true and correct copy of the current version 20 of the Terms (effective November  
3 15, 2024) as it was available on April 28, 2025—*i.e.*, the date on which Plaintiff filed his  
4 Complaint—is attached as Exhibit A.

5 11. I have reviewed the Complaint in this matter (ECF No. 1).

6 12. Based on my investigation to date and my review of the Complaint, I understand  
7 that Plaintiff created his account on March 22, 2023.

8 13. A true and correct copy of version 17 of the Terms (effective June 10, 2022, to  
9 May 17, 2023)—*i.e.*, the version of the Terms that were effective when Plaintiff created his X  
10 account—is attached as Exhibit B.

11 14. Creating an X account requires users to affirmatively agree to the Terms.  
12 Specifically, at all relevant times, the X sign up screen has stated that “[b]y signing up, you agree  
13 to the Terms of Service.” Thus, by creating his X account, Plaintiff necessarily accepted version  
14 17 of the Terms.

15 15. In the current Terms and at all relevant times, including in version 17, X’s Terms  
16 provided that X Corp. may change the Terms, and that continued access or use of the X platform  
17 constitutes acceptance of any change: “[b]y continuing to access or use the Services after those  
18 revisions become effective, you agree to be bound by the revised Terms.”

19 16. It is X Corp.’s longstanding business practice to give notice of each materially new  
20 version of the Terms to all X users. Specifically, it is X Corp.’s longstanding business practice  
21 that each time that X Corp. has made material revisions to the Terms, X Corp. gives notice to X  
22 users by a notification prompt that appears when the user logs into their account.

23 17. The current version of the Terms (version 20) was published on October 16, 2024,  
24 and went into effect on November 15, 2024. X began notifying users about these most recent  
25 updated Terms on October 16, 2024. In particular, X served a notification prompt to X users that  
26 logged in to their X accounts between October 16, 2024, and April 14, 2025. The notification  
27 prompt served to X account holders provided:  
28

## Updates to our Terms of Service and Privacy Policy

We're updating our Terms of Service and Privacy Policy. Now's a great chance to review them. If you want to learn more about these changes, head to the X Privacy Center.

18. The words "Terms of Service" in the above-mentioned notification prompt appeared as a blue hyperlink that led to the updated Terms.

19. The words "X Privacy Center" in the above-mentioned notification prompt appeared as a blue hyperlink that led to the X Privacy Center blog post summarizing the primary changes, which can be found here: <https://privacy.x.com/en/blog/2024/updates-tos-privacy-policy>. Among other things, the blog post included the following language: **"Governing law and forum changes:** For users residing outside of the European Union, EFTA States, and the United Kingdom, we've updated the governing law and forum for lawsuits to Texas as specified in our terms."

20. At the bottom of the above-mentioned notification prompt, the X user who received it was asked to click a button labeled "Got it." The prompt was served for 180 days or until the user clicked "Got it." A true and correct copy of the above-mentioned notification prompt that was served in connection with the update to the current version 20 of the Terms is attached as Exhibit C.

21. Plaintiff expressly accepted version 20 of the Terms. Specifically, based on my review of available data, I have confirmed that his account clicked on the "Got it" button on the above-mentioned notification prompt relating to version 20 of the Terms on January 30, 2025. In so doing, Plaintiff saw that X updated its Terms and expressly accepted those latest Terms.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on September 24, 2025 in San Francisco, California.

Signed by:  
  
2CD7F44EE33D40D  
Megan Scolari